

CONTRACT NO. [REDACTED]

BETWEEN

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
COLORADO RIVER STORAGE PROJECT MANAGEMENT CENTER

AND

[REDACTED]

FOR

PURCHASE OF POWER

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Exhibits

Exhibit A

Delivery Conditions

CONTRACT NO. _____

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1. PREAMBLE

This CONTRACT is made this _____ day of _____, 2009, in accordance with the Acts of Congress approved June 17, 1902 (32 Stat. 388); the Reclamation Act of 1939, dated August 4, 1939 (53 Stat. 1187); the Department of Energy Organization Act, dated August 4, 1977 (91 Stat. 565); the Energy Policy Act of 1992 (Public Law 102-486); the Economy Act, Title 31 USC §1535 and Acts amendatory or supplementary to the foregoing Acts; between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy ("Western"), represented by the officer executing this Contract ("Contracting Officer") and [REDACTED] Energy Inc., a corporation duly organized and existing under and by virtue of the laws of the State of [REDACTED] ("Contractor"); each sometimes hereinafter individually called Party, and sometimes hereinafter collectively called the Parties.

2. EXPLANATORY RECITALS

2.1 Western has entered into Inter-agency Agreement No. 87-SLC-0029 ("KAFB IA") with Kirtland Air Force Base ("KAFB") under the terms of which Western will acquire electric power for KAFB and Sandia National Laboratories ("SNL" collectively "KAFB/SNL")

2.2 Western has entered Intra-agency Agreement No. 98-SLC-0357 with the United States Department of Energy ("DOE"), Albuquerque Operations Office ("DOE-AL") now reorganized as the National Nuclear Security Administration Service Center ("NNSA/SC") ("DOE/NNSA IA") which provides that KAFB will pay Western for the actual cost of the power purchased hereunder.

2.3. Western will be responsible for administering the power supply agreement(s) entered into as a result of this Contract.

2.4. Western is purchasing the power specified in Exhibit A to this Contract for the benefit of DOE/NNSA, SNL and KAFB.

3. AGREEMENT

For good and valuable consideration receipt of which is hereby acknowledged and in consideration of the mutual terms, conditions, and agreements set forth herein, the Parties agree as follows:

4. TERM OF CONTRACT

This Contract shall become effective upon execution by both Parties. The term for the provision of services provided for under this Contract except as otherwise provided for in Section 8 hereof, shall be for the period from January 1, 2012, through December 31, 2013.

5. PURCHASE OF POWER

5.1. Western agrees to purchase and Contractor agrees to sell to Western, Western Systems Power Pool (WSPP) Service Schedule C Firm Capacity/Energy or Exchange Service Firm Energy, which will be delivered according to the Delivery Conditions identified in Exhibit A attached thereto and made a part hereof.

5.2. Upon the execution of this Contract, Western will apply to Public Service Company of New Mexico ("PNM"), the Transmission Provider, for approval that this Contract is a Designated Network Resource ("DNR") in accordance with the terms and conditions of PNM's Open Access Transmission Tariff ("OATT") and in particular Part III and Sections 29 and 30 contained in Part III of PNM's OATT.

5.3. Western represents that the KAFB IA and the DOE/NNSA IA are in effect and will remain in effect throughout the term of this Contract.

5.4. All terms and conditions not specified in this Contract shall be in accordance with relevant and applicable provisions of the WSPP Agreement, dated February 1, 2009 that incorporates all changes effective May 6, 2009. However, if the provisions of the WSPP Agreement are in conflict with or not relevant to this Contract, the provisions of this Contract shall control.

6. MERCHANT DESK

6.2. Western and the Incorporated County of Los Alamos ("LAC") have entered into Contract No. 08-SLC-0621 (Scheduling Agent Agreement) for the provision of scheduling and balancing services associated with this contract on a

real-time basis. These services will be provided by LAC acting through the Los Alamos County Department of Public Utilities, a New Mexico Municipal Utility. Real-time information on loads and resources of KAFB/SNL are electronically communicated to the LAC dispatch center for purposes of scheduling, balancing, real-time purchases and real-time excess power marketing.

6.3. The firm power purchased under this Contract is for resale to Western's customer KAFB/SNL and is delivered through a Network Integration Transmission Service Agreement ("NITSA") and a Network Operating Agreement ("NOA") between Western and PNM and this service is provided in accordance with PNM's Open Access Transmission Tariff ("OATT") filed with the Federal Energy Regulatory Commission ("FERC"). The Network Point of Interconnection where power is delivered by Contractor to Western into PNM's transmission system is the Four Corners 345 kV substation (or any other point on PNM's transmission system which a supplier proposes that is acceptable to the PNM) (The Network Point of Interconnection is designated in the Network Operating Agreement as the "Point of Delivery").

7. AUTHORIZED REPRESENTATIVES AND DUTIES

7.1. The Parties shall each designate an Authorized Representative. Such Authorized Representative shall be authorized to act for his or her Party to carry out the provisions of this Contract. The Parties shall each give notice to the other Party upon execution of this Contract of the designation of its Authorized Representative and shall promptly give notice to the other Party of any subsequent changes in such designation of the Authorized Representative.

7.2. The Authorized Representatives shall have the following duties and responsibilities:

7.2.1. Provide liaison and coordination among the Parties on all matters related to this Contract.

7.2.2. Make changes, corrections or modifications to the notice, billing and payment addresses in this Contract, as required.

7.2.3. Establish, review, approve or modify any scheduling or Operating Procedures required to assure the efficient performance of transactions under this Contract and minimize curtailments or interruptions of the delivery of energy to the Point of Interconnection.

7.2.4. Review, act upon and attempt to resolve alleged defaults or disputes arising under this Contract prior to resort to ¶34 Dispute Resolution of the WSPP.

7.2.5. Ensure that services provided under this Contract are performed in accordance with WECC and NERC Criteria.

7.3. To assure the performance of their responsibilities, the Authorized Representatives shall communicate by e-mail, telephone and hold meetings as necessary.

7.4. To be effective, any action taken by the Authorized Representatives must be agreed to by both Authorized Representatives and reduced to writing.

8. PAYMENTS

8.1. Authority To Purchase And Pay

8.1.1. Under the terms of the KAFB IA Western is responsible for acquiring a

supply of firm electric energy and capacity for the use of KAFB and NNSA's Sandia National Laboratories ("KAFB/SNL"). The KAFB IA and attachments are available on request.

8.1.2. The DOE/NNSA IA provides in Section 6 PAYMENTS of the DOE/NNSA IA, Article 13 of the GPCPs and the Economy Act, Title 31 USC §1535, that "6.1 [DOE/NNSA] will make arrangements for KAFB to reimburse Western for the actual cost. . . of entering into and administering the contract(s) placed by Western to acquire and deliver Energy Supply in fulfillment of this Agreement" and "6.2 for services under Sections 3 [Energy Supply Services], 5 [Transmission Services], 7 [Communications and Control Facilities] and 9 [Metering] hereunder Western will bill and KAFB will pay in accordance with Section 13, Billing and Payment, of Western's General Power Contract Provisions ..." Under the terms of Base Support Agreement No. DE-AL04-96AL89676 between DOE/NNSA and KAFB, KAFB serves as the paying agent for off-site utility supply arrangements that DOE/NNSA contract for on behalf of KAFB/SNL.

8.1.3. Western and DOE/NNSA are both agencies of the United States Department of Energy. The DOE/NNSA IA and the KAFB IA provide that the methodology of payment and the obligation to pay are in accordance with the federal Economy Act Title 31 USC §1535. The KAFB IA and the DOE/NNSA IA satisfy the requirements of the Economy Act which provides in pertinent

part, "(a) The head of an agency or major organizational unit within an agency may place an order with a major organizational unit within the same agency or another agency for goods or services. . . (b) Payment shall be made promptly by check on the written request of the agency or unit filling the order. . . (d) An order placed or agreement made under this section obligates an appropriation of the ordering agency or unit." Thus there is both a contractual and statutory obligation of DOE/NNSA and KAFB to pay Western for the WSPP Schedule C firm capacity and energy purchased hereunder. Western will make payments from the fund sources provided by SNL/KAFB which are committed to Western through the DOE/NNSA IA and the KAFB IA.

8.1.4. Western is purchasing the power specified in Exhibit A to this Contract for the benefit of DOE/NNSA and KAFB in accordance with the DOE/NNSA IA and the KAFB IA referenced above.

8.2. The Parties understand and agree:

8.2.1 Western will diligently pursue payments from KAFB that are due hereunder. Upon receipt of payment from KAFB, Western shall deposit such amount to the Contractor's account as specified in the WSPP Agreement; provided that if any such payment is not made on or before the applicable payment date specified in Section 9.2 of the WSPP Agreement, such amount shall be payable with interest in accordance with the Prompt Payment Act, as described in Section 8.4 hereof.

8.2.2 Without payment by KAFB, Western does not have available

funds to make payments hereunder. The Contractor agrees that in accordance with the Economy Act and the terms of DOE/NNSA IA that it will look to KAFB for payments under this Contract. Western will, within (2) business days of knowledge, notify Contractor if KAFB fails to pay as required here under and will use its best efforts to pursue collection of payment and /or damages from KAFB/SNL and make such payment to Contractor. Western acknowledges it would have remedies against KAFB under the Economy Act and the KAFB IA for a default by KAFB in making the required payments.

8.2.3. Contractor agrees to accept payments made by Western on behalf of KAFB/NNSA that are made in accordance with Contractor invoices, as full and complete satisfaction of the obligation of the United States to pay invoices rendered under this Contract.

8.3. Contractor agrees to send monthly invoices to Western for review, certification, and payment in accordance with Exhibit A of this Contract.

8.4. Payments made by Western acting on behalf of DOE/NNSA and/or KAFB required under this Contract shall be made in accordance with the Prompt Payment Act, 31 U.S.C. § 3900 *et seq.* and other applicable Federal laws, regulations, and procedures and delivered via wire transfer to Contractor's account in accordance with WSPP Agreement.

8.5. Western agrees not to exercise its right of termination under the terms of Section 4.1 of the DOE/NNSA IA and shall provide the Contractor with prompt written notice following receipt of notice by DOE/NNSA of termination pursuant to the terms

of Section 4.1 of the DOE/NNSA IA. In the event of DOE/NNSA termination pursuant to Section 4.1 of the DOE/NNSA IA, Western will pursue for Contractor's benefit the damages set out in Section 4.4 of the DOE/NNSA IA and Section 14 of the GPCP.

9. DOE/NNSA APPROVAL

DOE/NNSA, as required pursuant to Section 3.3 of the DOE/NNSA IA, shall approve the terms of this Contract prior to Western's execution and shall provide a copy of the approval document to the Contractor.

10. SUSPENSION OR TERMINATION FOR INADEQUACY OF FUNDING/
PAYMENT DEFAULT

10.1. It is agreed that Western, acting on behalf of KAFB/NNSA, shall make all payments due and payable to the Contractor under this Contract, subject to Western receiving payment from KAFB.

10.2. If KAFB fails to make payment to Western by reason of inadequate funding so that Western is unable to pay in full by the due date, or if KAFB has notified Western that it has inadequate funding to make the required payments by such due date, such event shall constitute a Payment Default and Western shall within two (2) business days of such knowledge provide notice of the inadequate funding to Contractor. If Western has not remitted payment within the cure period set forth in Section 22.1(a) of the WSPP Agreement, Contractor shall have the right to immediately suspend its performance under this Contract.

10.3. In the event the Payment Default shall continue for more than thirty (30) days after the date the Contractor's suspension right arises in §10.2 above and Western has still failed to make full payment of Contractor's invoice, Contractor may terminate this Contract at its discretion in accordance with the WSPP Agreement. Nothing contained herein shall require the Contractor to make a Termination Payment pursuant to §22 of the WSPP Agreement to Western, KAFB/SNL, or DOE/NNSA as a result of a termination due to Payment Default.

10.4. In the event of a Payment Default that is not due to inadequate funding or Uncontrollable Forces that give rise to Contractor's rights under the WSPP, upon demand by Contractor, Western as KAFB's agent, shall require KAFB in accordance with the terms of the DOE/NNSA IA and/or the KAFB IA to pay such damages to Contractor as are set forth §§21 and 22 of the WSPP. Western shall use its best efforts to collect such damages from KAFB and/or DOE/NNSA and remit the payment to Contractor. Except as set forth in §12.1, Western shall have no individual liability to Contractor for such damages or termination payment.

10.5. During the pendency of any suspension period, if the inadequate funding giving rise to such suspension no longer exists and KAFB is able to provide the funds to Western to make the payments required hereunder, and such payments are made to Contractor, Contractor shall resume performance hereunder, and performance shall commence on a date mutually agreeable to Contractor and Western.

10.6. In the event of default by Western to pay not caused by DOE/NNSA's or

KAFB's failure to pay, which provides cause for the Contractor to suspend service, Contractor shall have such rights as are available under the WSPP.

11. DEFAULT BY CONTRACTOR

Except for the Contractor's right to suspend or terminate performance under this Contract by reason of Western's, DOE/NNSA's and/or KAFB's failure to pay or otherwise perform, the Contractor's failure to deliver power in accordance with the Delivery Conditions identified in Exhibit A to this Contract shall relieve Western, or Western as DOE/NNSA's and KAFB's agent, of any obligation to make payments provided for in Section 8 hereof for the period of such failure. These rights shall be in addition to all other rights and remedies available to Western under this Contract or the WSPP Agreement and Contractor agrees that Western as DOE/NNSA and KAFB's agent shall have the right to pursue all remedies hereunder.

12. CONTRACT LIMITATIONS

12.1 Neither Western nor Western's customers other than DOE/NNSA and KAFB/SNL shall have responsibility for paying for any claims under this Contract except as set out in §10.6 and except for Western's own negligence, for which Western is responsible in accordance with the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented). Except as set out herein, Contractor acknowledges and recognizes that any claims made by it under this Contract are the responsibility of Western solely as the agent of DOE/NNSA and KAFB.

12.2. Contractor agrees to indemnify and hold harmless Western, its employees, agents, or contractors, from any loss or damage and from any liability on account of personal injury, death, claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of Contractor's, its employees', agents', or subcontractors' activities under this Contract.

13. DISPUTES

Disputes under this Contract shall be resolved as follows:

13.1 In the event of a dispute between the Contractor and Western, the parties shall engage in Informal Dispute Resolution in accordance with §34.1 of the WSPP. If the parties cannot resolve the dispute by Informal Dispute Resolution, the parties may resolve the dispute in accordance with §§13.2 and 13.3 herein. The parties shall not have the right to Binding Dispute Resolution regardless of the terms of §§34, 21.3(d), 22.3(e)(i) or 22.3(f) of the WSPP.

13.2. In the event informal dispute resolution fails to resolve the dispute, the Parties shall have the right to pursue such remedies as are by law available to it by law.

14. CONFIRMATION

This Contract shall serve as a Confirmation for transactions developed and made effective in accordance with Section 32 of the WSPP to include the Standard Confirmation Provisions of the WSPP Agreement. All provisions of this Contract that modify the terms of the WSPP Agreement are Non-Standard Confirmation Provisions in accordance with Section 32.1.2. Sections 32.2.3 and 32.4.2 of the WSPP

Agreement are deleted and not applicable. Regardless of the terms of Section 32.5 of the WSPP Agreement the Confirmation must be in writing and executed by both parties.

15. AMENDMENTS

This Contract may be amended in writing at any time upon mutual agreement of the Parties subject to any required acceptance for filing with FERC or any other Regulatory Authority having jurisdiction over a Party or the subject matter of the amendment.

16. FINANCIAL LIMITATIONS OF THE UNITED STATES

16.1. Contractor recognizes and accepts that all financial obligations under this Contract have been agreed to by Western and are the responsibility of Western only as agent for KAFB and DOE/NNSA,

16.2. In accordance with the Antideficiency Act (31 U.S.C. § 1341), continued expenditures by Western under this Contract are contingent upon Congress making the necessary authorizations required for the continued performance of Western's obligations to procure power services on behalf of KAFB/SNL and DOE/NNSA. In case such Congressional authorization is not made Western shall promptly, and in any event within two (2) business days of knowledge, notify Contractor that such authorization has not been obtained. In the event such authorization is not made Contractor hereby releases Western, Western as the agent for KAFB and DOE/NNSA, the United States, or any of its other agencies from any further

obligations or duties under this Contract.

16.3. Where activities provided for in the Contract extend beyond the current fiscal year, continued expenditures by Western, and Western as agent for KAFB and DOE/NNSA, are contingent upon Congress making the necessary appropriation required for the continued performance of Western's obligations under this Contract, KAFB's obligations to Western under the KAFB IA and DOE/NNSA obligations to Western under the DOE/NNSA IA. In case such appropriation is not made, Western shall promptly, and in any event within two (2) business days of knowledge, notify Contractor that such appropriation has not been obtained. Contractor hereby releases Western from its further contractual obligations and from all liability due to the failure of Congress to make such appropriation. In the event such appropriation is not made, Contractor hereby releases Western, Western as the agent for KAFB, the United States, or any of its agencies from any further obligations or duties under this Contract.

16.4. In the event DOE/NNSA and/or KAFB fail to receive the authorization or appropriation necessary for the performance of their obligations under this Contract, the Contractor and Western may agree to continue the performance of this Contract; provided however, notwithstanding any language to the contrary, nothing in this Contract shall require the Contractor to continue performance under this Contract in the event DOE/NNSA and/or KAFB fails to receive the authorization or appropriation necessary.

17. AUTHORITY TO EXECUTE

Each Party certifies that the individual executing this Contract on behalf of the Party is duly authorized to execute this Contract, which binds and obligates the Party.

18. WAIVERS

Any waiver at any time by either Party of its rights with respect to a default under this Contract, or failure to perform or require performance of any other matter under this Contract, shall not be deemed a waiver with respect to any subsequent default or failure to perform or require performance of the same or any other matter.

19. NOTICES

19.1. Except for routine operational matters and the transmittal of monthly billings and payments, any notice, demand or request provided for in this Contract, or served, given or made in connection with it, shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by facsimile transmission with receipt confirmed, or United States mail, postage prepaid, to the persons specified below:

To Contractor: [REDACTED]
[REDACTED]
[REDACTED]
Attn: [REDACTED]
Phone: [REDACTED]
Facsimile: [REDACTED]

To Western: Western Area Power Administration
Manager of Power Resources and
Contracts P.O. Box 11606
Salt Lake City, UT 84147-0606
Telephone No. (801) 524-3344
Facsimile No. (801) 524-5017

Copy to: National Nuclear Security Administration
Service Center in Albuquerque

P.O. Box 5400
Albuquerque, NM 87185-5400
Telephone No. (505) 845-5594
Facsimile No. (505) 845-4210

19.2 Either Party may, from time to time, by written notice to the other Party, change the designation or address of the person so specified as the one to receive notices pursuant to this Contract.

20. APPROVALS

This Contract is subject to valid laws, orders, rules and regulations of duly constituted Regulatory Authority.

21. SEVERABILITY

In the event that any of the terms, covenants or conditions of this Contract, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court, regulatory agency or other regulatory body having jurisdiction, all other terms, covenants or conditions of this Contract and their application shall not be affected thereby, but shall remain in force and effect unless a court, regulatory agency or other regulatory body holds that the provisions are not separable from all other provisions of this Contract.

22. RELATIONSHIP OF PARTIES

22.1. Nothing contained herein shall be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership covenant, obligation or liability on or with regard to either of the Parties. Each Party shall be individually responsible for its own covenants, obligations and liabilities under this

Contract.

22.2. All rights of the Parties are several, not joint. Neither Party shall be under the control of or shall be deemed to control the other Party. Except as expressly provided in this Contract, neither Party shall have a right or power to bind the other Party without its express written consent.

23. NO DEDICATION OF FACILITIES

Any undertaking by one Party to the other Party under any provision of this Contract shall not constitute the dedication of the electric system or any portion thereof of the undertaking Party to the public or the other Party, and it is understood and agreed that any such undertaking under any provision of this Contract by a Party shall cease upon the termination of such Party's obligations under this Contract.

24. GOVERNING LAW

This Contract shall be interpreted, governed by and construed under the laws of the United States of America.

25. INCORPORATED PROVISIONS

There shall be incorporated into this Contract and made a part hereof as though set out in full Western's GPCP §§ 37, 43, 44 and 45 as effective September 1, 2007.

26. ENTIRE AGREEMENT

The complete agreement of the Parties with respect to the subject matter hereof is set forth in this Contract and all prior communications, negotiations and understandings regarding the subject matter of this Contract, whether written or oral, are hereby abrogated and withdrawn to the extent not incorporated in the terms of this Contract.

27. SECTION HEADINGS

Section headings appearing in this Contract are intended for convenience only and shall not be construed as interpretations of text.

28. ADDITIONAL REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants that it will deliver to Western good title to energy delivered hereunder free and clear of all liens, claims and encumbrances arising prior to transfer of title at the Network Point of Interconnection. Contractor shall immediately notify Western of the assertion of any lien or encumbrance by its suppliers, subcontractors or vendors within ten (10) days of the notice of the existence thereof from any source.

29. SIGNATURE CLAUSE

IN WITNESS WHEREOF, the Parties have executed this Contract No. -

_____ on the date first written above.

DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

By:
Power Resources and Contracts
Manager
150 East Social Hall Avenue, Suite 300
Salt Lake City, Utah 84111

[REDACTED]

By: _____
Name: _____
Title: _____

Address: [REDACTED]

EXHIBIT A

DELIVERY CONDITIONS

1. PREAMBLE: This Exhibit A is made this ____ day of _____, to be effective under and as part of Contract No. 09-SLC-0640 ("Contract"). This Exhibit A shall remain in effect until superseded by another Exhibit A; provided, that this Exhibit A, or any superseding Exhibit A will terminate on the date of termination of the Contract.
2. METERING: All quantities will be scheduled to Four Corners 345-kV and metered by PNM interconnection metering along with other scheduled deliveries into or from the PNM system. PNM metering also is in place to meter deliveries from the PNM system into the Western Load Metering Points.
3. NETWORK POINT OF INTERCONNECTION: Contractor shall deliver the WSPP Schedule C firm power at Four Corners 345-kV, Western's point of interconnection with PNM's transmission network.
4. PRODUCT DESCRIPTION, TERM, and RATE: For each of the Contract Periods of 2012-2013 as shown in the table below, during the hours stated, the Contractor shall deliver the quantities of energy, shown in the table below, at Four Corners 345-kV. Western is responsible for PNM's transmission losses from the Point of Interconnection (at which the Contractor shall deliver power to Western) to Western's Load Metering Points located at KAFB/SNL, which are currently 3 percent.

<u>Term</u>	<u>Quantity (MW)</u>	<u>Period</u>	<u>Rate (\$/MWh)</u>	<u>MWhrs</u>	<u>Product</u>
Jan. 2012 through Dec. 2013	40	7x24 Hour Ending (HE) 0100 through (HE) 2400 (24 hours each day), Monday through Sunday, Pacific Prevailing Time (PPT).	\$ [REDACTED]	701,760	WSPP Schedule C Firm Energy Only
Jun. 2012, through Aug 2012, Jun 2013, through Aug 2013	10	5x16 Hours Ending (HE) 0700 through (HE) 2200 (16 hours each day), Monday through Friday, Excluding Saturday, Sunday and NERC Holidays, Pacific Prevailing Time (PPT)	\$ [REDACTED]	20,640	WSPP Schedule C Firm Energy Only
Jan 2012, Feb 2012, Sep 2012, Jan 2013, Feb 2013 & Sep 2013	5	5x16 Hours Ending (HE) 0700 through (HE) 2200 (16 hours each day), Monday through Friday, Excluding Saturday, Sunday and NERC Holidays, Pacific Prevailing Time (PPT)	\$ [REDACTED]	9,840	WSPP Schedule C Firm Energy Only

6. INVOICE SUBMISSION INFORMATION:

Western Area Power Administration
CRSP Energy Management and Marketing
Office Attn: Cathy Gravestock

Via Regular Mail
1800 South Rio Grande
Avenue Montrose, CO 81404

Via Overnight Delivery
1800 South Rio Grande Avenue
Montrose, CO 81404
Telephone: (970) 240-6223
Facsimile: (970) 240-6295
e-mail: cathyg@wapa.gov

With a copy to Kirtland Air Force
Base Attn: Dennis Warren
Title: Utilities Engineer
Via Regular Mail
377 MSG/CEU
2000 Wyoming Boulevard SE
Kirtland Air Force Base, NM 87117

Via Overnight Delivery
377 MSG/CEU
2050 Wyoming Boulevard SE
Kirtland Air Force Base, NM 87117
Telephone: (505) 846-8099
Facsimile: (505) 846-0605
e-mail: Dennis.Warren@kirtland.af.mil

With a copy to Los Alamos
County Attn: Robert Cummins
Title: Operations Manager
Via Regular Mail
Address: P.O. Box 1030 Los Alamos, NM 87544
Via Overnight Delivery 901 Trinity Drive
Los Alamos, NM 87544
Telephone: (505) 662-8131
Facsimile: (505) 662-8005
e-mail: robert.cummins@lactumus

7. SCHEDULING POINT OF CONTACT (POC) INFORMATION: Contractor shall electronically tag all of its power supplies scheduled for delivery under the Contract.

Contractor shall coordinate all scheduling with the LAC, which performs Western's Merchant Desk services, until advised otherwise.

8. AMENDMENTS: This Exhibit A to Contract No. [REDACTED] may be amended in accordance with Section 15 of the Contract.